

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
For Printer Equipment, Software, and Related
Services**

**Between the State of Minnesota
and InfoPrint Solutions Company, LLC**

**WSCA Contract No. B01507
State of Minnesota Contract No. 438362**

1. **Scope:** The State of Minnesota, various state agencies and departments, and current cooperative purchasing venture members (customer - as defined in Minnesota Exhibit A) may purchase the products and services available in this Contract. This agreement is not a purchase order, nor does it guarantee any purchases to be made by the customer.

2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, attached, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and WSCA Master Price Agreement (Price Agreement@), Minnesota Exhibit A shall control. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the Price Agreement. In the event that any provision of this Participating Addendum or Price Agreement is contrary to Minnesota law, such provision shall be null and void. This Agreement shall be governed by Minnesota law.

3. **Primary Contact:**
The primary participating entity contact for this participating addendum is as follows:

Name:	Bernadette Kopischke, CPPB
Participating Entity Name:	Department of Administration Materials Management Division
Address:	50 Sherburne Ave., 112 Administration Bldg. St. Paul, MN 55155
Telephone:	651.201.2450
Fax:	651.297.3996
E-mail:	Bernie.kopischke@state.mn.us

The primary Contractor contact for this participating addendum is as follows:

Contractor:	InfoPrint Solutions Company, LLC
Contact Name:	David Draper
Address:	6300 Diagonal Highway Boulder, CO
Telephone:	303.924.4738
Fax:	303.924.5867
E-mail:	dkdrape@us.ibm.com

4. **Servicing Subcontractors:**
InfoPrint's use of Servicing Subcontractors, if any, will vary State by State and will be identified in the individual Participating Addendum, or on the individual website for the Participating Entity.

All orders are to be issued directly to:
InfoPrint Solutions Company, LLC
c/o Nan Gartenberg or Judy Rutz
7100 Highlands Parkway
Smyrna, GA 30082

And all payments are to be issued to:
InfoPrint Solutions Company, LLC

PO Box 644225
Pittsburgh, PA 15264.4225

The Master Price Agreement Number B01507 and the State of Minnesota Contract Number 438362 MUST be shown on all Purchase Orders issued against this Agreement, along with the name of the reseller.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

**Government Entity: State of Minnesota
Materials Management Division**
In accordance with Minn. Stat. § 16C.03, Subd. 3

By: Bernadette Kopischke
Name: Bernadette Kopischke
Title: Acq. Supvr.
Date: 9/24/07

**Contract Vendor: INFOPRINT SOLUTIONS
COMPANY, LLC**

By: DK Draper
Name: DAVID R. DRAPER
Title: Director of Operations, Americas
Date: September 20, 2007

State of Minnesota - Commissioner of Administration
Or delegated representative

By: Jackie Finger
Name: Jackie Finger
Title: Asst. Supvisor
Date: September 24, 2007

Minnesota Exhibit A
Minnesota General Conditions

1. DEFINITIONS.
 - a. State Agencies. This term applies only to State of Minnesota agencies, as defined in Minn. Stat. ' 15.01 and 15.021.
 - b. Customer. This term applies to any State of Minnesota agency or CPV member.
 - c. State. This term applies to all State of Minnesota agencies and CPV members.
2. EFFECTIVE DATE and CONTRACT PERIOD. Pursuant to Minnesota law this Participating Addendum shall be effective upon the date of final execution by the State. The Contract Period will be from September 15, 2007, or the date of final execution by the State, whichever is later, through August 31, 2009.
3. ANTITRUST. The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
4. INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY. The Contract Vendor shall hold the State, and its agencies and employees harmless and shall indemnify the State and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for bodily injury or damage to real property or tangible personal property arising from the negligent or willful acts or omissions of the Contract Vendor, its agents, officers, and employees. Contract Vendor shall not be liable for damages that are the result of negligence by the State, its agencies or employees.
5. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished shall comply fully with all State and federal laws and regulations, including Minn. Stat. ' 181.59 and Minn. Stat. Ch. 363 prohibiting discrimination.
6. GOVERNING LAW. This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed goods@ within the meaning of the UCC, except when to so deem such services as goods@ is unreasonable.
7. JURISDICTION AND VENUE. This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. USA. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota.
8. HUMAN RIGHTS. The Contract Vendor certifies that it will remain in compliance with Minn. Stat. ' 363.36 during the life of this Contract. The Affirmative Action Data Page is attached and must be completed.
9. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.).
10. PURCHASING CARD. The Contract Vendor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State.

11. **TAXES.** State Agencies are subject to paying Minnesota sales and use taxes. DO NOT add sales tax to the prices being offered to State Agencies. For State Agencies, taxes will be paid directly to the Department of Revenue using Direct Pay Permit #1114. Customers other than State Agencies may or may not be subject to paying Minnesota Sales and Use Taxes. It is the responsibility of the Customer to provide the Contract Vendor with the appropriate tax exemption information.
12. **PARTICIPATING ADDENDUM AMENDMENTS.** Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor as required by law.
13. **TERMINATION OF THE PARTICIPATING ADDENDUM.** The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Participating Addendum may be canceled by the Contract Vendor upon 60 days written notice to the AMS.
14. **ADMINISTRATIVE PERSONNEL CHANGES.** After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor=s administrative personnel as soon as practicable.
15. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the Materials Management Division Acquisition Management Specialist and the Department of Administration Communications Office.

The Contract Vendor shall make no representations of the State=s opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the Department of Administration. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

16. **NOTICES.** If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. Either party must notify the other of a change in address for notification purchases. All notices to the State shall be addressed as follows:

Bernadette Kopischke, CPPB
Acquisitions Supervisor
50 Sherburne Avenue
112 Administration Bldg.
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: Bernie.kopischke@state.mn.us

17. **MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Materials Management Division, a fee of .96% (.0096 multiplier) of the total sales during that quarter, to assist with the cost of administering the Contract. The administrative fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31 of any given year. The Contract Vendor must provide a report detailing the total sales to State agencies and CPV members. The report must be submitted with the check on or before the required 30 days after the end of the quarter.
18. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
19. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. ' 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.